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14 and People Media, Inc.

15 UNITED STATES DISTRICT COURT

16 NORTHERN DISTRICT OF CALIFORNIA

17  
18 **IN RE GOOGLE PLAY STORE**  
**ANTITRUST LITIGATION**

19  
20 THIS DOCUMENT RELATES TO:

21 *Match Group, LLC, et al. v. Google LLC,*  
22 *et al.*, Case No. 3:22-cv-02746-JD

Case No. 3:21-md-02981-JD

**DECLARATION OF ADRIAN ONG IN  
RESPONSE TO DEFENDANTS'  
ADMINISTRATIVE MOTION TO  
CONSIDER WHETHER ANOTHER  
PARTY'S MATERIAL SHOULD BE  
SEALED RELATING TO DEFENDANTS'  
ANSWER, DEFENSES, AND  
COUNTERCLAIMS TO MATCH GROUP'S  
COMPLAINT [DOCKET No. 282]**

Judge James Donato

**DECLARATION OF ADRIAN ONG**

I, Adrian Ong, declare as follows:

1. I am Senior Vice President of Operations at Match Group, LLC (“MGL”).

2. Through the course of my employment with MGL, I have become familiar with MGL’s treatment of proprietary business information as it pertains to the dating services operated by MGL, including Tinder and Match. Through my role, I am also familiar with how other companies within the Match Group, Inc. portfolio, including Humor Rainbow, Inc., PlentyofFish Media ULC, and People Media, Inc. (collectively with MGL, the “Match Plaintiffs”) handle their respective proprietary business information, including such information as it pertains to their respective brands, OkCupid, PlentyofFish, and OurTime. I make this declaration in response to Defendants’ Administrative Motion to Consider Whether Another Party’s Material Should Be Sealed, Dkt. No. 282 (“Motion to Seal”), pursuant to Civil Local Rule 79-5(e). I know the facts stated herein based on my own personal knowledge and, if called as a witness, I could and would testify competently thereto.

3. I have been employed by MGL since 2001, and overall within the highly competitive online dating category for over twenty years. Companies in these industries, including Match Plaintiffs, undertake extensive measures to protect their confidential information from competitors to ensure that they maintain their competitive advantages. Match Plaintiffs are key innovators and constantly seek to gain—and maintain—an edge in this always evolving industry; Match Plaintiffs compete vigorously with both new and established companies that are eager to imitate ideas or garner strategic insights from industry leaders like Match Plaintiffs.

4. I have reviewed the Motion to Seal as well as the Unredacted Answer and Counterclaims to Match’s Complaint (the “Counterclaim”). Specified portions of the Counterclaim should remain under seal for the reasons stated in this declaration.

5. Specifically, disclosing this information to third parties could be used against the Match Plaintiffs in their future business negotiations with third parties. Further, releasing these numbers when the Match Plaintiffs’ competitors do not would allow those competitors to selectively

1 compete against the Match Plaintiffs' brands where they are most competitively vulnerable, placing  
 2 the Match Plaintiffs' brands at a competitive disadvantage. Information that may seem insignificant  
 3 on its own, such as Match Plaintiffs' projections on the effect of technological and software features  
 4 offered by Google, can (individually or with other documents) give an expert reader or industry  
 5 competitor meaningful insight. For example, an assumption about the effect of a product feature on  
 6 Match Plaintiffs' revenue and subscriptions could give competitors an understanding into user  
 7 behaviors that Match Plaintiffs are seeing in its data and into the way that Match Plaintiffs models  
 8 new products and makes product decisions. Those insights can be derived even if data or assumptions  
 9 are several years old.

10 6. With respect to some of the information identified below (e.g., ¶¶ 31, 33-34), Judge  
 11 Yvonne Gonzalez Rogers granted MGL's Motion to Seal regarding similar and in some cases  
 12 substantively identical information submitted in a related case, *Epic Games, Inc. v. Apple, Inc.*, No.  
 13 4:20-cv-05640, at Dkt. No. 547, pp. 6–7.

14 The Match Plaintiffs requests to seal the following materials and for those materials to remain  
 15 highly confidential at the trial:

16 Para.	Text to Be Sealed	Reason(s) for Sealing Request
17 Intro. to Answer	Intro: [Fully redacted excerpt on p.2].	The information in this paragraph is an excerpt from GOOG-PLAY-003312840, a document produced in this litigation with a "Highly Confidential – Attorneys' Eyes Only" designation. Match Plaintiffs consider the renewal rates on Match Plaintiffs' dating services to be confidential and proprietary business information, which would give Match Plaintiffs' competitors insights into potential vulnerabilities within Match Plaintiffs' services. Similarly, Match Plaintiffs' assessment of the positive (or negative) future value of subscriptions on a particular platform (iOS or Android) is competitively sensitive information that Match Plaintiffs' competitors could use to compete with Match Plaintiffs more effectively and place Match Plaintiffs at a competitive disadvantage.
28 ¶ 31	For example, [REDACTED] million users downloaded the Android version	The information in this paragraph is derived from MATCH-EVG-00001459 and MATCH-

1	of Match Group's Tinder app from 2018 to 2021, but only [REDACTED]	EVG-00001490, documents that Match
2	million of those ([REDACTED])	produced in this litigation prior to filing its
3	made a purchase through the app.	compliant (i.e., as a third party) with a "Non-
4	Similarly, of the [REDACTED]	Party Highly Confidential – Outside Counsel
5	million users who downloaded the	Eyes Only" designation. Match Plaintiffs
6	Android version of Match Group's	consider datapoints such as the number of
7	Plenty of Fish app from 2019 to 2021,	active purchases of Match Plaintiffs' in-app
8	only [REDACTED] made a purchase	products to be extremely confidential and
9	through the app. Thus, only	proprietary business information, which
10	approximately [REDACTED] of the	would give Match Plaintiffs' competitors
11	Google Play users of Match Group's	unfair insights into the business. The number
12	apps pay anything, while	and percentage of users who made digital
13	[REDACTED] use the apps for free.	purchases within an app, as well as the number
14		of users of each of Match Plaintiffs' dating
15		services who purchase in-app content, could
16		be used to determine where Tinder is
17		competitively vulnerable. For example, if a
18		rival app determined Tinder's dating pool was
19		shallower on a particular platform, then the
20		rival app could then reallocate spending to that
21		platform to gain a competitive advantage.
22	¶ 33	See Reason(s) for Sealing Request as to ¶ 31.
23	For example, in 2021 Match Group's	The information in this paragraph is derived
24	U.S. revenue for its popular Tinder app	from MATCH-EVG-00001490, a document
25	received through the Tinder website	Match produced in this litigation prior to filing
26	was almost [REDACTED]. For its	its compliant (i.e., as a third party) with a
27	Match app, [REDACTED] in 2021	"Non-Party Highly Confidential – Outside
28	U.S. revenue came from users paying	Counsel Eyes Only" designation. As with the
	via Match's website.	number and percentage of users who make
		online purchases within a particular app or
		vertical, Match Plaintiffs consider the amount
		of web-only revenue for specific Match
		Plaintiffs' dating services to be confidential
		and competitively sensitive information. The
		information in this paragraph also reveals the
		geographical location of Match Plaintiffs'
		users' purchasing behavior, which could give
		Match Plaintiffs' competitors further insight
		into the market for Match Plaintiffs' dating
		services. If publicly revealed to Match
		Plaintiffs' competitors, those competitors
		could gain insight into areas where Match
		Plaintiffs are competitively vulnerable, which
		those competitors could use to gain a
		competitive advantage.
	¶ 34	See Reason(s) for Sealing Request as to ¶ 31.
	Match documents reveal that its most	The information in this paragraph is derived
	popular app, Tinder, had	from MATCH-EVG-00001440 and MATCH-
	[REDACTED] active U.S. users on its	

1	iOS app in 2021 with only	EVG-00001490, documents Match produced
2	[REDACTED] users on its Android	in this litigation prior to filing its compliant
3	app. In terms of financials, in 2021,	(i.e., as a third party) with a “Non-Party
4	[REDACTED] of Match Group’s U.S.	Highly Confidential – Outside Counsel Eyes
5	revenue came from payments made	Only” designation. Match Plaintiffs do not
6	through its Tinder app on iOS and only	typically disclose the number of monthly
7	[REDACTED] came from payments	active users (MAUs) they have on particular
8	made through its Android app. Thus,	platforms for particular brands, the amount of
9	approximately [REDACTED] of	revenue that originates from particular
10	revenue for subscriptions that could be	platforms, the number of unique users who
11	used in the Android Tinder app were	access the app on particular platforms and/or
12	made outside of the app. For its Match	from particular geographical locations, or the
13	app, beyond the payments made via	number of unique users who purchased digital
14	Match’s website, [REDACTED] in	products on particular platforms. Match
15	2021 revenue from its iOS app and	Plaintiffs consider these datapoints to be
16	[REDACTED] from its Android app.	extremely confidential and proprietary
17	Thus, approximately [REDACTED]	business information, which would give
18	of payments for subscriptions that	Match Plaintiffs’ competitors unfair insights
19	could be used in the Android Match	into the business. Tinder is a dating app, and
20	app were made outside of the Android	one of the key competitive differentiators
21	app.	among dating apps is the relative size of their
22		networks—having a larger dating pool attracts
23		new users to the app because they perceive a
24		greater likelihood of finding a match, which in
25		turn grows the dating pool. The size of a dating
26		app’s network on different platforms and in
27		different markets are competitively significant
28		datapoints because with that information, rival
		dating apps could better decide how to
		compete against the app which has its data
		disclosed. For that reason, dating apps—
		unlike apps in other categories—rarely
		disclose the number of MAUs they have in
		particular markets or verticals, nor the other
		categories of information disclosed in this
		paragraph.
¶ 38	¶ 38: Match Group made plain that a prime complaint with Google’s policies is that Google makes it too easy for users to unsubscribe from Match Group’s apps, which while good for users is, from Match Group’s perspective, bad for Match Group’s bottom line: [REDACTED]. Match Group further complained that Google Play offers more convenience to Android customers than Match Group and other app stores, which – in Match	The information in this paragraph is an excerpt from GOOG-PLAY-003312840, a document produced in this litigation with a “Highly Confidential – Attorneys’ Eyes Only” designation. Match Plaintiffs consider the renewal rates on Match Plaintiffs’ dating services to be confidential and proprietary business information, which would give Match Plaintiffs’ competitors insights into potential vulnerabilities within Match Plaintiffs’ services. Similarly, Match Plaintiffs’ assessment of the positive (or

1	Group's view – does not sufficiently	negative) future value of subscriptions on a
2	obstruct a customer's attempts to	particular platform (iOS or Android) is
3	cancel. [REDACTED].	competitively sensitive information that
4		Match Plaintiffs' competitors could use to
5		compete with Match Plaintiffs more
		effectively and place Match Plaintiffs at a
		competitive disadvantage.

6           7. I understand from counsel that Civil Local Rule 79-5(b) allows sealing any document  
7 that is “privileged, protectable as a trade secret or otherwise entitled to protection under the law.” For  
8 documents introduced in connection with dispositive proceedings, “compelling reasons” must justify  
9 sealing court records. *Kamakana v. City and Cty. of Honolulu*, 447 F.3d 1172, 1179 (9th Cir. 2006).  
10 I further understand that the Ninth Circuit and Supreme Court have long recognized that trade secrets  
11 and other information “that might harm a litigant’s competitive standing” satisfy the compelling  
12 reasons standard. *In re Elec. Arts, Inc.*, 298 F. App’x 568, 569 (9th Cir. 2008) (unpublished) (quoting  
13 *Nixon v. Warner Commc’ns, Inc.*, 435 U.S. 589, 598 (1978) (“[C]ourts have refused to permit their  
14 files to serve as . . . sources of business information that might harm a litigant’s competitive  
15 standing”)); *see also Ctr. v. Auto Safety v. Chrysler Grp., LLC*, 809 F.3d 1092, 1097 (9th Cir. 2016)  
16 (same).

17           8. The information Match Plaintiffs seek to seal constitutes “detailed financial  
18 information” that courts have recognized parties “have an interest in keeping . . . secret.” *Apple Inc.*  
19 *v. Samsung Elec. Co., Ltd.*, 727 F.3d 1214, 1225 (Fed. Cir. 2013). The information contained in the  
20 exhibits above would allow Match Plaintiffs’ competitors and counterparties to understand granular  
21 details and datapoints about how many active users on Match Plaintiffs’ dating services purchase  
22 subscriptions and other in-app purchases, and would accordingly harm Match Plaintiffs’ competitive  
23 standing. For example, if a rival app determined Tinder’s dating pool was shallower on a particular  
24 platform and geographical location, then the rival app could then reallocate spending to that platform  
25 and geographical location to gain a competitive advantage.

26           9. Match Plaintiffs have “narrowly tailored” their request to “only redact the portions of  
27 filings and the precise exhibits” that implicate “confidential business information,” and this  
28 information is “not available to the public.” *In re Qualcomm Litig.*, No. 3:17-cv-01018-GPC-MDD,



1 2017 WL 5176922, at \*2 (S.D. Cal. 2017). Match Plaintiffs accordingly ask that these materials be  
2 maintained under seal.

3 I declare under penalty of perjury of the laws of the United States of America that the  
4 foregoing is true and correct. This declaration was executed this 18th day of July, 2022, in Santa  
5 Rosa Beach, Florida.

DocuSigned by:

Adrian Ong

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Adrian Ong